

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
PURCHASING OPERATIONS  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

August 3, 2006

CHANGE NOTICE NO. 19  
TO  
CONTRACT NO. 071B9000768  
between  
THE STATE OF MICHIGAN  
and

Fax: (586) 759-2757

NAME & ADDRESS OF VENDOR  <b>Iron Mountain 24300 Wahl Court Warren, MI 48089</b>  <b>john.Gresham@ironmountain.com</b>	TELEPHONE <b>(586) 759-0394 ext.357</b> <b>John Gresham</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-7233 <b>Lance Kingsbury</b>
Contract Compliance Inspector: Vonda Jamrog <b>Managed Records Retention Center – Corrections and Family Independence Agency</b>	
CONTRACT PERIOD From: <b>October 1, 1998</b> To: <b>December 31, 2006</b>	
TERMS <b>Net 30 days</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

**Effective August 1, 2006 this Contract is hereby EXTENDED to December 31, 2006.**

**Effective August 1, 2006 the buyer is hereby changed to Lance Kingsbury.**

**All other terms, conditions, specifications and pricing remain unchanged.**

**AUTHORITY/REASON:**

**Per request of Purchasing Operations and vendor agreement (fax dated 8/2/06).**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$3,874,194.00**



Form No. DMB 234A (Rev. 1/96)  
AUTHORITY: Act 431 of 1984  
COMPLETION: Required  
PENALTY: Failure to deliver in accordance with Contract terms  
and conditions and this notice, may be considered in default of Contract.

**STATE OF MICHIGAN**  
**DEPARTMENT OF MANAGEMENT AND BUDGET**  
**PURCHASING OPERATIONS**  
**P.O. BOX 30026, LANSING, MI 48909**  
**OR**  
**530 W. ALLEGAN, LANSING, MI 48933**

**June 27, 2006**

**CHANGE NOTICE NO. 18**  
**TO**  
**CONTRACT NO. 071B9000768**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

**Fax: (586) 759-2757**

<b>NAME &amp; ADDRESS OF VENDOR</b>  <b>Iron Mountain</b> <b>24300 Wahl Court</b> <b>Warren, MI 48089</b>  <b>john.Gresham@ironmountain.com</b>		<b>TELEPHONE (586) 759-0394 ext.357</b> <b>John Gresham</b>	
		<b>VENDOR NUMBER/MAIL CODE</b> <b>(2) 04-3038590 (011)</b>	
		<b>BUYER/CA (517) 241-0684</b> <b>Laura Hischke</b>	
<b>Contract Compliance Inspector: Vonda Jamrog</b> <b>Managed Records Retention Center – Corrections and Family Independence Agency</b>			
<b>CONTRACT PERIOD</b>		<b>From: October 1, 1998</b>	<b>To: July 31, 2006</b>
<b>TERMS</b>  <b>Net 30 days</b>		<b>SHIPMENT</b>  <b>N/A</b>	
<b>F.O.B.</b>  <b>N/A</b>		<b>SHIPPED FROM</b>  <b>N/A</b>	
<b>MINIMUM DELIVERY REQUIREMENTS</b>  <b>N/A</b>			

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

**Effective immediately, this Contract is hereby extended to July 31, 2006 and INCREASED by \$50,000.00. All other terms, conditions, specifications and pricing remain the same.**

**AUTHORITY/REASON:**

**Per DMB/Purchasing Operations**

**INCREASE: \$50,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$3,874,194.00**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
ACQUISITION SERVICES  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

March 10, 2006

CHANGE NOTICE NO. 17  
TO  
CONTRACT NO. 071B9000768  
between  
THE STATE OF MICHIGAN  
and

Fax: (586) 759-2757

NAME & ADDRESS OF VENDOR  <b>Iron Mountain 24300 Wahl Court Warren, MI 48089</b>  <b>john.Gresham@ironmountain.com</b>	TELEPHONE <b>(586) 759-0394 ext.357</b> <b>John Gresham</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-0684 <b>Laura Hischke</b>
Contract Compliance Inspector: Vonda Jamrog <b>Managed Records Retention Center – Corrections and Family Independence Agency</b>	
CONTRACT PERIOD From: <b>October 1, 1998</b> To: <b>May 1, 2006</b>	
TERMS <b>Net 30 days</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

**Effective March 9, 2006, this Contract is hereby INCREASED by \$135,000.00. All other terms, conditions, specifications and pricing remain unchanged.**

**AUTHORITY/REASON:**

**Per DMB/Acquisition Services**

**INCREASE: \$135,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$3,824,194.00**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
ACQUISITION SERVICES  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

February 24, 2006

CHANGE NOTICE NO. 16  
TO  
CONTRACT NO. 071B9000768  
between  
THE STATE OF MICHIGAN  
and

Fax: (586) 759-2757

<b>NAME &amp; ADDRESS OF VENDOR</b>  <b>Iron Mountain</b> <b>24300 Wahl Court</b> <b>Warren, MI 48089</b>  <b>john.Gresham@ironmountain.com</b>	<b>TELEPHONE (586) 759-0394 ext.357</b> <b>John Gresham</b> <b>VENDOR NUMBER/MAIL CODE</b>  <b>BUYER/CA (517) 241-0684</b> <b>Laura Hischke</b>
<b>Contract Compliance Inspector: Vonda Jamrog</b> <b>Managed Records Retention Center – Corrections and Family Independence Agency</b>	
<b>CONTRACT PERIOD</b> From: <b>October 1, 1998</b> To: <b>May 1, 2006</b>	
<b>TERMS</b> <b>Net 30 days</b>	<b>SHIPMENT</b> <b>N/A</b>
<b>F.O.B.</b> <b>N/A</b>	<b>SHIPPED FROM</b> <b>N/A</b>
<b>MINIMUM DELIVERY REQUIREMENTS</b> <b>N/A</b>	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

**Effective immediately, this Contract is hereby EXTENDED to May 1, 2006.**

**All other terms, conditions, specifications and pricing remain unchanged.**

**AUTHORITY/REASON:**

**Per DMB/Acquisition Services**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$3,689,194.00**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
ACQUISITION SERVICES  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

August 17, 2005

CHANGE NOTICE NO. 15  
TO  
CONTRACT NO. 071B9000768  
between  
THE STATE OF MICHIGAN  
and

Fax: (586) 759-2757

NAME & ADDRESS OF VENDOR  <b>Iron Mountain 24300 Wahl Court Warren, MI 48089</b>  <b>john.Gresham@ironmountain.com</b>	TELEPHONE <b>(586) 759-0394 ext.357 John Gresham</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-0684 <b>Laura Hischke</b>
Contract Compliance Inspector: Vonda Jamrog <b>Managed Records Retention Center – Corrections and Family Independence Agency</b>	
CONTRACT PERIOD From: <b>October 1, 1998</b> To: <b>February 1, 2006</b>	
TERMS <b>Net 30 days</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

Effective September 1, 2005 this contract is hereby EXTENDED to February 1, 2006 and INCREASED by \$255,000.00.

All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON:**

Per DMB/Acquisition Services

**INCREASE: \$255,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$3,689,194.00**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
ACQUISITION SERVICES  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

May 2, 2005

CHANGE NOTICE NO. 14  
TO  
CONTRACT NO. 071B9000768  
between  
THE STATE OF MICHIGAN  
and

Fax: (586) 759-2757

NAME & ADDRESS OF VENDOR  <b>Iron Mountain 24300 Wahl Court Warren, MI 48089</b>  <b>john.Gresham@ironmountain.com</b>	TELEPHONE <b>(586) 759-0394 ext.357 John Gresham</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-0684 <b>Laura Hischke</b>
Contract Compliance Inspector: Vonda Jamrog <b>Managed Records Retention Center – Corrections and Family Independence Agency</b>	
CONTRACT PERIOD	From: <b>October 1, 1998</b> To: <b>September 1, 2005</b>
TERMS <b>Net 30 days</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

**Effective immediately this contract is hereby EXTENDED to September 1, 2005  
and INCREASED by \$75,000.00.**

**All other terms, conditions, specifications and pricing remain unchanged.**

**AUTHORITY/REASON:**

**Per DMB/Acquisition Services**

**INCREASE: \$75,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$3,434,194.00**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
ACQUISITION SERVICES  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

February 1, 2005

CHANGE NOTICE NO. 13  
TO  
CONTRACT NO. 071B9000768  
between  
THE STATE OF MICHIGAN  
and

Fax: (586) 759-2757

<b>NAME &amp; ADDRESS OF VENDOR</b>  <b>Iron Mountain</b> <b>24300 Wahl Court</b> <b>Warren, MI 48089</b>  <b>john.Gresham@ironmountain.com</b>	<b>TELEPHONE (586) 759-0394 ext.357</b> <b>John Gresham</b> <b>VENDOR NUMBER/MAIL CODE</b>  <b>BUYER/CA (517) 241-0684</b> <b>Laura Hischke</b>
<b>Contract Compliance Inspector: Vonda Jamrog</b> <b>Managed Records Retention Center – Corrections and Family Independence Agency</b>	
<b>CONTRACT PERIOD</b> From: <b>October 1, 1998</b> To: <b>June 1, 2005</b>	
<b>TERMS</b> <b>Net 30 days</b>	<b>SHIPMENT</b> <b>N/A</b>
<b>F.O.B.</b> <b>N/A</b>	<b>SHIPPED FROM</b> <b>N/A</b>
<b>MINIMUM DELIVERY REQUIREMENTS</b> <b>N/A</b>	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

**Effective immediately this contract is hereby EXTENDED to June 1, 2005 and INCREASED by \$50,000.00.**

**All other terms, conditions, specifications and pricing remain unchanged.**

**Please note: The buyer has been changed to Laura Hischke.**

**AUTHORITY/REASON:**

**Per agency request in an AS-1 form dated 12/8/04.**

**INCREASE: \$50,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$3,359,194.00**



STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
ACQUISITION SERVICES  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

December 9, 2004

CHANGE NOTICE NO. 12  
TO  
CONTRACT NO. 071B9000768  
between  
THE STATE OF MICHIGAN  
and

Fax: (586) 759-2757

NAME & ADDRESS OF VENDOR  <b>Iron Mountain 24300 Wahl Court Warren, MI 48089</b>  <b>john.Gresham@ironmountain.com</b>	TELEPHONE <b>(586) 759-0394 ext.357</b> <b>John Gresham</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1647 <b>Irene Pena</b>
Contract Compliance Inspector: Vonda Jamrog <b>Managed Records Retention Center – Corrections and Family Independence Agency</b>	
CONTRACT PERIOD From: <b>October 1, 1998</b> To: <b>January 31, 2005</b>	
TERMS <b>Net 30 days</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

Effective immediately this contract is EXTENDED for one month. The new contract ending date is January 31, 2005. All other terms, conditions, pricing and specifications remain the same.

**AUTHORITY/REASON:**

Per agency request (Marsha Stansfield) on 12/8/04.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$3,309,194.00**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
ACQUISITION SERVICES  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

September 15, 2004

CHANGE NOTICE NO. 11  
TO  
CONTRACT NO. 071B9000768  
between  
THE STATE OF MICHIGAN  
and

Fax: (586) 759-2757

<b>NAME &amp; ADDRESS OF VENDOR</b>  <b>Iron Mountain</b> <b>24300 Wahl Court</b> <b>Warren, MI 48089</b>  <b>john.Gresham@ironmountain.com</b>	<b>TELEPHONE (586) 759-0394 ext.357</b> <b>John Gresham</b> <b>VENDOR NUMBER/MAIL CODE</b>  <b>BUYER/CA (517) 241-1647</b> <b>Irene Pena</b>
<b>Contract Compliance Inspector: Vonda Jamrog</b> <b>Managed Records Retention Center – Corrections and Family Independence Agency</b>	
<b>CONTRACT PERIOD</b> From: <b>October 1, 1998</b> To: <b>December 30, 2004</b>	
<b>TERMS</b> <b>Net 30 days</b>	<b>SHIPMENT</b> <b>N/A</b>
<b>F.O.B.</b> <b>N/A</b>	<b>SHIPPED FROM</b> <b>N/A</b>
<b>MINIMUM DELIVERY REQUIREMENTS</b> <b>N/A</b>	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

**This contract is hereby INCREASED by \$95,000.00 for the Department of Corrections only.**

**AUTHORITY/REASON:**

**Per agency and vendor agreement.**

**INCREASE: \$95,000.00**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$3,309,194.00**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
ACQUISITION SERVICES  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

August 26, 2004

CHANGE NOTICE NO. 10  
TO  
CONTRACT NO. 071B9000768  
between  
THE STATE OF MICHIGAN  
and

Fax: (586) 759-2757

NAME & ADDRESS OF VENDOR  <b>Iron Mountain 24300 Wahl Court Warren, MI 48089</b>  <b>john.Gresham@ironmountain.com</b>	TELEPHONE <b>(586) 759-0394 ext.357 John Gresham</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1647 <b>Irene Pena</b>
Contract Compliance Inspector: Vonda Jamrog <b>Managed Records Retention Center – Corrections and Family Independence Agency</b>	
CONTRACT PERIOD From: <b>October 1, 1998</b> To: <b>December 30, 2004</b>	
TERMS <b>Net 30 days</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

**This contract is hereby EXTENDED until December 30, 2004 for the Department of Corrections only. No additional dollars are needed.**

**AUTHORITY/REASON:**

**Per agency and vendor agreement.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$3,214,194.00**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
ACQUISITION SERVICES  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

June 3, 2004

CHANGE NOTICE NO. 9  
TO  
CONTRACT NO. 071B9000768  
between  
THE STATE OF MICHIGAN  
and

Fax: (586) 759-2757

NAME & ADDRESS OF VENDOR  <b>Iron Mountain 24300 Wahl Court Warren, MI 48089</b>  <b>john.Gresham@ironmountain.com</b>	TELEPHONE <b>(586) 759-0394 ext.357 John Gresham</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-0705 <b>Patrick Spagnuolo, CPPB</b>
Contract Compliance Inspector: Vonda Jamrog <b>Managed Records Retention Center – Corrections and Family Independence Agency</b>	
CONTRACT PERIOD From: <b>October 1, 1998</b> To: <b>July 31, 2004</b>	
TERMS <b>Net 30 days</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

**This contract is hereby EXTENDED to July 31, 2004 and INCREASED by \$50,000.00.**

**AUTHORITY/REASON:**

**Per agency and DMB/Acquisition Services.**

**INCREASE: \$50,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$3,214,194.00**

Form No. DMB 234A (Rev. 1/96)  
AUTHORITY: Act 431 of 1984  
COMPLETION: Required  
PENALTY: Failure to deliver in accordance with Contract terms  
and conditions and this notice, may be considered in default of Contract.

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
ACQUISITION SERVICES  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

September 8, 2003

CHANGE NOTICE NO. 8  
TO  
CONTRACT NO. 071B9000768

between  
THE STATE OF MICHIGAN  
and

Fax: (586) 759-2757

NAME & ADDRESS OF VENDOR  <b>Iron Mountain 24300 Wahl Court Warren, MI 48089</b>	TELEPHONE <b>(586) 759-0394 ext.357 John Gresham</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-0705 <b>Patrick Spagnuolo, CPPB</b>
Contract Administrator: Vonda Jamrog <b>Managed Records Retention Center – Corrections and Family Independence Agency</b>	
CONTRACT PERIOD From: <b>October 1, 1998</b> To: <b>April 1, 2004</b>	
TERMS <b>Net 30 days</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

This contract is hereby **EXTENDED** to April 1, 2004, all prices, terms, conditions, and specifications remain unchanged with the exception of the new file processing fee for Wayne County FIA.

The new file processing fee for Wayne County FIA (Customer Number L166M) is **\$.63 per new file processed.**

**AUTHORITY/REASON:**

**Modification of Service Provision of Contract and Executive Directive 2003-8.  
Request from the State and concurrence from the Contractor.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS:   \$3,164,194.00**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
OFFICE OF PURCHASING  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

April 23, 2002

CHANGE NOTICE NO. 7  
TO  
CONTRACT NO. 071B9000768  
between  
THE STATE OF MICHIGAN  
and

Fax: (586) 759-2757

NAME & ADDRESS OF VENDOR <b>Iron Mountain</b> <b>24300 Wahl Court</b> <b>Warren , MI 48089</b>	TELEPHONE John Gresham <b>(586) 759-0394 ext.357</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-0705 <b>Susan Every</b>
Contract Administrator: Vonda Jamrog <b>Managed Records Retention Center – Corrections and Family Independence Agency</b>	
CONTRACT PERIOD From: <b>October 1, 1998</b> To: <b>April 1, 2003</b>	
TERMS <b>Net 30 days</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

Please note change in vendor address and mail code.

Vendor's contact person is changed to: John Gresham Phone: (586) 759-0394 x 357

This Contract is EXTENDED for one (1) year, until April 1, 2003.

**AUTHORITY/REASON:**

Extension requested by Department of Corrections and Family Independence Agency and agree to by Vendor, John Gresham, by signing extension request letter on April 22, 2002

**INCREASE: \$800,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$3,164,194.00**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
OFFICE OF PURCHASING  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

November 7, 2001

CHANGE NOTICE NO. 6  
TO  
CONTRACT NO. 071B9000768  
between  
THE STATE OF MICHIGAN  
and

Fax: (810) 759-2757

NAME & ADDRESS OF VENDOR <b>Iron Mountain</b> <b>30555 Northwestern, Suite 100</b> <b>Farmington Hills, MI 48334</b>	TELEPHONE Robert Eckert <b>(810) 759-0394 ext.319</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-0705 <b>Susan Every</b>
Contract Administrator: Vonda Jamrog <b>Managed Records Retention Center – Corrections and Family Independence Agency</b>	
CONTRACT PERIOD From: <b>October 1, 1998</b> To: <b>April 1, 2002</b>	
TERMS <b>Net 30 days</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

Due to Iron Mountain relocating its warehouse operations for Department of Corrections files from Lansing to Grand Rapids, an Addendum to Customer Agreement restating services has been submitted by Iron Mountain. Vonda Jamrog, MDOC, has agreed to the addendum. A signed copy of the addendum is attached.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,364,194.00**



STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
OFFICE OF PURCHASING  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

March 16, 2001

CHANGE NOTICE NO. 5  
TO  
CONTRACT NO. 071B9000768  
between  
THE STATE OF MICHIGAN  
and

Fax: (810) 759-2757

NAME & ADDRESS OF VENDOR <b>Iron Mountain</b> <b>30555 Northwestern, Suite 100</b> <b>Farmington Hills, MI 48334</b>	TELEPHONE Robert Eckert <b>(810) 759-0394 ext.319</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-0705 <b>Susan Every</b>
Contract Administrator: Vonda Jamrog <b>Managed Records Retention Center – Corrections and Family Independence Agency</b>	
CONTRACT PERIOD From: <b>October 1, 1998</b> To: <b>April 1, 2002</b>	
TERMS <b>Net 30 days</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

Please note that the buyer for this contract has changed to Sue Every.

**AUTHORITY/REASON:**

**DMB/OOP**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$4,000.00**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
OFFICE OF PURCHASING  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

June 22, 2000

CHANGE NOTICE NO. 4  
TO  
CONTRACT NO. 071B9000768  
between  
THE STATE OF MICHIGAN  
and

Fax: (810) 759-2757

NAME & ADDRESS OF VENDOR <b>Iron Mountain</b> <b>30555 Northwestern, Suite 100</b> <b>Farmington Hills, MI 48334</b>	TELEPHONE Robert Eckert <b>(810) 759-0394 ext.319</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-8139 <b>Claudia Allen</b>
Contract Administrator: Vonda Jamrog <b>Managed Records Retention Center – Corrections and Family Independence Agency</b>	
CONTRACT PERIOD From: <b>October 1, 1998</b> To: <b>April 1, 2002</b>	
TERMS <b>Net 30 days</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

**EFFECTIVE IMMEDIATELY, THE DEPARTMENT OF CORRECTIONS, PERSONNEL UNIT  
HAS BEEN ADDED TO THE CONTRACT PER THE CONTRACT TERMS AND CONDITIONS.**

**AUTHORITY/REASON:**

**Per agency request of 4-28-00**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$4,000.00**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
OFFICE OF PURCHASING  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

January 14, 2000

CHANGE NOTICE NO. 3  
TO  
CONTRACT NO. 071B9000768  
between  
THE STATE OF MICHIGAN  
and

Fax: (810) 759-2757

NAME & ADDRESS OF VENDOR <b>Iron Mountain</b> <b>30555 Northwestern, Suite 100</b> <b>Farmington Hills, MI 48334</b>		TELEPHONE Robert Eckert <b>(810) 759-0394 ext.319</b>	
		VENDOR NUMBER/MAIL CODE	
		BUYER (517) 373-8139 <b>Claudia Allen</b>	
NIGP #962-69-23		Contract Administrator: Vonda Jamrog	CS-138#
<b>Managed Records Retention Center – Corrections and Family Independence Agency</b>			
CONTRACT PERIOD		From: <b>October 1, 1998</b>	To: <b>April 1, 2002</b>
TERMS	<b>Net 30 days</b>	SHIPMENT	<b>N/A</b>
F.O.B.	<b>N/A</b>	SHIPPED FROM	<b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>			

**NATURE OF CHANGE:** EFFECTIVE IMMEDIATELY, THE DEPARTMENT OF CORRECTIONS, REGION I FINANCE UNIT HAS BEEN ADDED TO THE CONTRACT PER THE CONTRACT TERMS AND CONDITIONS.

**NET INCREASE: \$4,000.00**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
OFFICE OF PURCHASING  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

October 20, 1999

CHANGE NOTICE NO. 2  
TO  
CONTRACT NO. 071B9000768  
between  
THE STATE OF MICHIGAN  
and

Fax: (810) 759-2757

NAME & ADDRESS OF VENDOR <b>Iron Mountain</b> <b>30555 Northwestern, Suite 100</b> <b>Farmington Hills, MI 48334</b>		TELEPHONE Robert Eckert <b>(810) 759-0394 ext.319</b>	
		VENDOR NUMBER/MAIL CODE	
		BUYER (517) 373-8139 <b>Claudia Allen</b>	
NIGP #962-69-23		Contract Administrator: Vonda Jamrog	CS-138#
<b>Managed Records Retention Center – Corrections and Family Independence Agency</b>			
CONTRACT PERIOD		From: <b>October 1, 1998</b>	To: <b>April 1, 2002</b>
TERMS	<b>Net 30 days</b>	SHIPMENT	<b>N/A</b>
F.O.B.	<b>N/A</b>	SHIPPED FROM	<b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>			

**NATURE OF CHANGE:** EFFECTIVE IMMEDIATELY, THE FAMILY INDEPENDENCE AGENCY, GENESSEE COUNTY HAS BEEN ADDED TO THE CONTRACT PER THE ATTACHED WORK STATEMENT. ALSO ATTACHED IS A PRICE LIST FOR THE WAYNE COUNTY ADDITION.

**NET INCREASE: \$1,538,458.00**

## RECORD STORAGE WCFIA

SECTION III – ITEM LISTING FOR WAYNE COUNTY	
<p>One time cost to supply open shelf carts to thirty district offices in Wayne County to be used to transport files to storage facility.</p> <p><b>Note:</b> Two carts will be supplied to each district office (total sixty carts).</p>	
<p>One time cost to handle approximately 750,000 files (approx. 1" thick) moved from 899 Baltimore locations.</p> <p>This includes unloading records and preparing FIA case files for data entry and shelving.</p>	\$1.00/liniar foot
One time cost of installing contractor software for data base access at thirty-two Wayne County locations.	\$100.00/per installation
<p>One time cost of establishing a database and recording and bar coding on that database what files are maintained in the storage facility.</p> <p><b>Note:</b> Approximately 750,000 files will be maintained</p>	\$0.29/file jacket
Cost per linear foot of storage space utilized at established storage facility.	\$0.28/linear foot
Cost per file to retrieve from the established storage facility and re-file.	\$0.50/retrieval or re-file
Cost of estimated sixty deliveries per month to Wayne County locations.	\$12.00/round trip
Cost per file to add to the established storage facility.	\$0.65/file
Cost per file to purge and destroy from the established storage facility.	\$0.65/file
Cost of maintaining database at thirty-two Wayne County locations.	\$30.00/per month per location

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
OFFICE OF PURCHASING  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

September 10, 1999

CHANGE NOTICE NO. 1  
TO  
CONTRACT NO. 071B9000768  
between  
THE STATE OF MICHIGAN  
and

Fax: (248) 626-1177

NAME & ADDRESS OF VENDOR <b>Iron Mountain</b> <b>30555 Northwestern, Suite 100</b> <b>Farmington Hills, MI 48334</b>		TELEPHONE Robert Eckert <b>(313) 878-8300</b>	
		VENDOR NUMBER/MAIL CODE	
		BUYER (517) 373-8139 <b>Claudia Allen</b>	
NIGP #962-69-23		Contract Administrator: Vonda Jamrog	CS-138#
<b>Managed Records Retention Center – Corrections and Family Independence Agency</b>			
CONTRACT PERIOD		From: <b>October 1, 1998</b>	To: <b>April 1, 2002</b>
TERMS	<b>Net 30 days</b>	SHIPMENT	<b>N/A</b>
F.O.B.	<b>N/A</b>	SHIPPED FROM	<b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>			

**NATURE OF CHANGE:** EFFECTIVE IMMEDIATELY, THE FAMILY INDEPENDENCE AGENCY, WAYNE COUNTY HAS BEEN ADDED TO THE CONTRACT PER THE ATTACHED WORK STATEMENT.

**NET INCREASE: \$300,000.00**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
OFFICE OF PURCHASING  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

July 28, 1999

NOTICE  
OF  
CONTRACT 071B9000768  
between  
THE STATE OF MICHIGAN  
and

Fax: (248) 626-1177

NAME & ADDRESS OF VENDOR <b>Iron Mountain</b> <b>30555 Northwestern, Suite 100</b> <b>Farmington Hills, MI 48334</b>	TELEPHONE Robert Eckert <b>(313) 878-8300</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-8139 <b>Claudia Allen</b>
NIGP #962-69-23 Contract Administrator: Vonda Jamrog CS-138# <b>Managed Records Retention Center – Corrections</b>	
CONTRACT PERIOD From: <b>October 1, 1998</b> To: <b>April 1, 2002</b>	
TERMS <b>Net 30 days</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

Effective October 1, 1998, this contract replaces 071B7000443 to Leonard Archives, Inc., due to name change.

The same terms and conditions apply with the exception of a change in the Indemnification, of which is attached.

**MICHIGAN DEPARTMENT OF CORRECTIONS**

**CONTRACT #071B9000768**

**RECORD STORAGE**

**JULY 1999**



**TABLE OF CONTENTS****SECTION I****CONTRACTUAL SERVICES TERMS AND CONDITIONS**

I-A	PURPOSE .....	1
I-B	ISSUING OFFICE .....	1
I-C	CONTRACT ADMINISTRATOR .....	1
I-D	CONTRACT TERM .....	2
I-E	INCURRING COSTS .....	2
I-F	SPECIFICATIONS .....	2
I-G	PRIME CONTRACTOR RESPONSIBILITIES .....	2
I-H	NEWS RELEASES .....	2
I-I	DISCLOSURE .....	3
I-J	CONTRACT PAYMENT SCHEDULE .....	3
I-K	ACCOUNTING RECORDS .....	3
I-L	INDEMNIFICATION .....	3
I-M	CONTRACTOR'S LIABILITY INSURANCE .....	4
I-O	DELEGATION .....	6
I-P	ASSIGNMENT .....	7
I-Q	NON-DISCRIMINATION CLAUSE .....	7
I-R	PRICE .....	7
I-S	MODIFICATION OF SERVICE .....	8
I-T	GENERAL .....	8
I-U	ASSIGNMENT OF ANTITRUST CAUSE OF ACTION .....	8
I-V	UNFAIR LABOR PRACTICES .....	9
I-W	USAGE REPORTING .....	9
I-X	CONTRACT DISTRIBUTION .....	9

**SECTION II****WORK STATEMENT**

II-A	BACKGROUND/PROBLEM STATEMENT .....	10
II-B	OBJECTIVES .....	10
II-C	PROJECT CONTROL AND REPORTS .....	11

**SECTION III – ITEM LISTING**

III-A	ITEM LISTING .....	12
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**Attachment A - MDOC Policy Directive**

**SECTION I  
CONTRACTUAL SERVICES TERMS AND CONDITIONS**

**I-A PURPOSE**

The purpose of this Contract is for the Michigan Department of Corrections for a managed records retention center.

**I-B ISSUING OFFICE**

This Contract is issued by the State of Michigan, Department of Management and Budget (DMB), Office of Purchasing, hereafter known as the Office of Purchasing, for the State of Michigan, Department of Corrections, hereafter known as Corrections. Where actions are a combination of those of the Office of Purchasing and Corrections, the authority will be known as the State.

The Office of Purchasing is the sole point of contact in the State with regard to all procurement and contractual matters relating to the services described herein. The Office of Purchasing is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms and conditions of this Contract. The OFFICE OF PURCHASING will remain the SOLE POINT OF CONTACT throughout the procurement process, until such time as the Director of Purchasing shall direct otherwise in writing. See Paragraph I-C below. All communications concerning this procurement must be addressed to:

Department of Management and Budget  
Office of Purchasing  
Attn: Claudia, Buyer  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, MI 48909

**I-C CONTRACT ADMINISTRATOR**

Upon receipt at the Office of Purchasing of the properly executed Contract Agreement, it is anticipated that the Director of Purchasing will direct that the person named below be authorized to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of this Contract implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of such Contract. That authority is retained by the Office of Purchasing. The Contract Administrator for this project is:

Vonda Jamrog

Department of Corrections  
Bureau of Fiscal Management  
Grandview Plaza P.O. Box 30003  
Lansing, MI 48909

**I-D CONTRACT TERM**

The term of this Contract will be for a three years and six month and will commence October 1, 1998, through April 1, 2002.

**I-E INCURRING COSTS**

The State of Michigan is not liable for any cost incurred by the contractor prior to signing of a Contract by all parties. The State fiscal year is October 1st through September 30th. The contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of this Contract.

**I-F SPECIFICATIONS**

Definite Specifications--All commodities and services to be furnished thereunder shall conform to the specifications as noted in the Item Listing and/or copies of specifications attached.

**I-G PRIME CONTRACTOR RESPONSIBILITIES**

The Prime Contractor will be required to assume responsibility for all contractual activities offered in this Contract whether or not that contractor performs them. Further, the State will consider the Prime Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from this Contract. If any part of the work is to be subcontracted, the contractor shall include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for this project and to require the Primary Contractor to replace subcontractors found to be unacceptable. The contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract.

**I-H NEWS RELEASES**

News releases pertaining to this Contract or the services, study, data, or project to which it relates will not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the program are to be released without prior approval of the State and then only to persons designated.

**I-I DISCLOSURE**

All information in a bidder's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This act also provides for the complete disclosure of Contracts and attachments thereto.

**I-J CONTRACT PAYMENT SCHEDULE**

The specific payment schedule for this Contract will be mutually agreed upon by the State and the contractor. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy, statements shall be forwarded to the designated representative by the 15th day of the following month.

**I-K ACCOUNTING RECORDS**

The contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Department of Auditor General, at any time during the Contract period and any extension thereof, and for three (3) years from expiration date and final payment on the Contract or extension thereof.

**I-L INDEMNIFICATION**

- 1) The Contractor agrees to indemnify and hold harmless the State and its employees and agents from any liability, cost or expense (including litigation expenses and reasonable attorneys' fees) arising out of Contractor's breach of any terms or provisions of this Agreement; provided that this indemnification shall not affect the limitation on Contractor's liability in the event of loss or destruction of, or damage to, stored materials as set forth in subsection 2., below. Notwithstanding the foregoing, in the event that any claim, suit, action, costs, expenses (including reasonable attorneys' fees) and liabilities ("Actions") should arise against the State (including its employees and agents) from any personal injury claim or property claim (other than a property claim with respect to stored materials of the State), all pursuant to the performance of services hereunder by Contractor during the term of this Agreement, then, in such event, the Contractor shall indemnify, defend and hold harmless the State and the State's employees and agents from and against any such Actions. The foregoing obligations of indemnification by Contractor shall survive the

expiration or termination of this Agreement for a period of two (2) years following the date of any such expiration or termination.

- 2) (a) The State declares that, for the purposes of this Agreement, the value of materials stored with the Contractor is \$30.00 per carton, linear foot of open-shelf or other storage unit. The Contractor shall not be liable for the loss or destruction of, or damage to, stored materials, unless such loss, destruction or damage was proximately caused by the Contractor's negligence **or willful misconduct**; and, in the event the Contractor is so liable, the limit of the Contractor's liability shall be \$30.00 per carton, linear foot of open-shelf files or other storage unit.

Neither the State nor Contractor shall have any liability for any special, incidental or consequential damages.

The aforesaid \$30.00 per unit excess valuation results in a premium for the year ending October 31, 1999 of \$4,000 for the first 75,000 units, subject to a \$5,000 deductible and a premium of \$2,000 for the first premium year with respect to the additional 20,000 units (subject to a \$5,000 deductible). The Contractor assumes full liability for the aforesaid premiums and for the \$5,000 deductible for the aforesaid excess valuation coverage.

#### **I-M CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall purchase and maintain such insurance as will protect him/her from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by him/herself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1) Claims under workers' disability compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other state the Contractor shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.
- 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees.
- 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees, subject to limits of liability of not less than \$100,000 each occurrence and, when applicable

\$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.

- 4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
- 5) Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$100,000 each occurrence and when applicable, \$300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the Contract.

BEFORE STARTING WORK THE CONTRACTOR'S INSURANCE AGENCY MUST FURNISH TO THE DIRECTOR OF THE OFFICE OF PURCHASING, ORIGINAL CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE Contract OR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least fifteen days prior written notice bearing the Contract Number or Purchase Order Number has been given to the Director of Purchasing.

## **I-N CANCELLATION**

CANCELLATION OF Contract by the State may be:

- (a) The State may cancel the Contract for default of the Contractor. Default is defined as the failure of the Contractor to fulfill the obligations of the quotation or Contract. In case of default by the Contractor, the State may immediately and/or upon 30 days prior written notice to the Contractor cancel the Contract without further liability to the State, its departments, divisions, agencies, sections, commissions, officers, agents and employees, and procure the services from other sources, and hold the Contractor responsible for any excess costs occasioned thereby.
- (b) The State may cancel the Contract in the event the State no longer needs the services or products specified in the Contract, or in the event program changes, changes in laws, rules or regulations, relocation of offices occur, or the State determines that statewide implementation of the Contract is not feasible, or if prices for additional services requested by the State are not acceptable to the State. The State may cancel the Contract without

further liability to the State, its departments, divisions, agencies, sections, commissions, officers, agents and employees by giving the Contractor written notice of such cancellation 30 days prior to the date of cancellation.

- (c) The State may cancel the Contract for lack of funding. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation of funds for this project. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The State shall give the Contractor written notice of such non-appropriation within 30 days after it receives notice of such non-appropriation.
- (d) The State may immediately cancel the Contract without further liability to the State, its departments, divisions, agencies, sections, commissions, officers, agents and employees if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State reflects on the Contractor's business integrity.
- (e) The State may immediately cancel the Contract in whole or in part by giving notice of termination to the Contractor if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, Section 5, and Civil Service Rule 4-6.
- (f) The State may, with 30 days written notice to the Contractor, cancel the Contract in the event prices proposed for Contract modification/extension are unacceptable to the State. See Sections I-R, Price, and I-S, Modification of Service.

## **I-O DELEGATION**

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the ITB unless the State Purchasing Director has given written consent to the delegation.

**I-P ASSIGNMENT**

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise) without the prior written consent of the State. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the State Purchasing Director.

**I-Q NON-DISCRIMINATION CLAUSE**

In the performance of this Contract, the contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The contractor further agrees that every subcontract entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, *et seq*, and the Michigan Handicapper's Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of this Contract.

**I-R PRICE**

Prices shall be the maximum for a period of 365 days from date Contract becomes effective.

Prices may be subject to revision at the end of each 365 day period if there are changes in the general industry. Revisions may be either increases or decreases and may be requested by either party. Evidence of general industry changes, such as revised printed price lists or notices, and evidence that the change actually affected the Contractor's costs for materials must accompany the request. The prices quoted shall be firm for 365 days. Requests for price changes shall be received in writing at least thirty (30) days prior to their effective date and are subject to written acceptance before becoming effective. If proposed prices are not acceptable to either party, the Contract may be cancelled. The Contractor remains responsible for performing according to the Contract terms at the Contract price for all orders received before price revisions are approved or before the Contract is cancelled.

The postmark date on the Contract release will determine prices to be charged on orders (requesting a single shipment to be delivered prior to the effective date



of the price revision) which may already be in transit to the Contractor prior to the new price implementation date. Orders issued by agencies requesting multiple deliveries, over a specified period of time, which may overlap two price periods, shall reflect the current price at the time of delivery.

**I-S MODIFICATION OF SERVICE**

The Director of Purchasing reserves the right to modify this service during the course of this Contract. Such modification may include adding or deleting tasks which this service shall encompass and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the requested changes are subject to acceptance by the State. Changes may be increases or decreases.

IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THIS CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATIONS.

**I-T GENERAL**

In order of precedence, this Contract consists of the contents of the ITB, all published addenda modifying the ITB, and the contractor's response to the ITB.

The failure of a party to insist upon strict adherence to any term of this Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

This Contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

Each provision of this Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan.

**I-U ASSIGNMENT OF ANTITRUST CAUSE OF ACTION**

For and in consideration of the opportunity to submit a quotation and other good and valuable transfers to the State of Michigan all rights, title and interest in the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

**I-V UNFAIR LABOR PRACTICES**

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, *et seq*, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of the 1980 Public Act 278, MCL 423.324, the State may void any Contract if the name of the Contractor as an employer, or the name of the subcontractor, manufacturer, or supplier of the Contractor appears in the register.

**I-W USAGE REPORTING**

The Contractor may be required to report Contract usage by Corrections. Such usage shall be reported when requested by the buyer in the Office of Purchasing, Department of Management and Budget.

**I-X CONTRACT DISTRIBUTION**

The Office of Purchasing shall retain the sole right of Contract distribution to Corrections unless other arrangements are authorized by the purchasing office.

## **SECTION II WORK STATEMENT**

### **II-A BACKGROUND/PROBLEM STATEMENT**

The Department of Corrections is responsible for storing inmate records. There are five areas of record storage within Corrections. They include:

1. Institutional files for all paroled or discharged prisoners;
2. Counselor files for all paroled or discharged prisoners;
3. Central Office files for all discharged prisoners;
4. Medical files for all paroled, OREP (Office of Residential and Electronic Programs), and discharged prisoners; and
5. Education files for all paroled or discharged prisoners.

Corrections has no extra room available to store the records. Corrections would require that the records be placed on a data base and consolidated in one location. The record storage center must be in Lansing in the event Corrections would require immediate retrieval files.

### **II-B OBJECTIVES**

#### General:

Corrections requires one storage location for approximately 250,000 records. The files are standard letter size with two prong clips on the top of the file. Each record is approximately two inches thick. The records must be maintained in three separate categories. The records are to be stored in a climate controlled, secure environment. All files are to be stored in a safe and efficient manner and be retrievable within a 24 hour time span. The files contain confidential legal and medical information and as such, a high level of security is necessary when dealing with the files. The files should be placed on a data base which would allow for documentation indicating what files are received into the system and for immediate access to the files. Once a system is established, approximately 3,550 files and 1,000 pages of loose file material must be filed per month. Loose file material is to be placed on the right hand side of the file folder, on top of whatever is already in the file, and clipped in placed with the two prong clips. Approximately 800 files must be retrieved per month. Documents will not be retrieved from files – only the file will be retrieved. Approximately 30,000 files from the varying categories must be purged from the system per year. The files must be destroyed in a secure manner.

#### Specific:

The following objectives shall be achieved:

The vendor must be able to pick up the files from their current basement locations (95% of records are in Jackson and the remaining 5% of records are in Plymouth), deliver them to the storage location, record the files on a data base, and maintain the files on open shelving. A boxed filing system will not be acceptable. The files will be in a non-sequential order when picked up. The dates and times of file pick up will be arranged with contractor. Files must be able to be retrieved during transition to the new system, with a 48-hour turn around time. It is anticipated that the total move of records will take from 90 to 120 days to complete. In addition, within 45 days of execution of the Contract, contractor will have a building ready in the Lansing area.

The contractor must be able to locate and deliver files within 24 hours and provide tracking for files removed from the storage area. A once daily (Monday through Friday) pick up and delivery of records will be made from the Grandview Plaza, 206 East Michigan Avenue, Lansing, MI 48933. The contractor shall have the capability to ship files UPS to various locations as requested by Corrections. File service after hours and on weekends should be an available option.

As stated above, the records must be maintained in three separate categories, stored in a climate controlled, secure environment, and retrieved in a safe and efficient manner. The contractor must have the capability of adding material to the files and purging files in a secure manner, upon request. Files will not be sent to the storage center in a sequential manner and ultimate purges will be random based upon a list of file numbers provided by Corrections.

## **II-C PROJECT CONTROL AND REPORTS**

### **1. Project Control**

- a. The Contractor will carry out this project under the direction and control of the Department of Corrections, Administrative Systems.
- b. Although there will be continuous liaison with the contractor team, the client agency's project director will meet as needed with the contractor's project manager for the purpose of reviewing problems with delivery/retrieval or other areas which may arise.

### **2. Reports**

- a. The contractor will submit monthly reports which include the number of files received, the number of files purged, and the number of files returned to the Corrections. The reports should also include the amount of file space utilized on a monthly basis.

**SECTION III – ITEM LISTING****III-A ITEM LISTING**

One time cost to load and move approximate 250,000 files (aprox. 2" thick) from the current locations to the designated storage center.  
NIGP #962-69-23-3001 \$68,160.00/lot

Note: Approximately 95 % of the files are currently located in Jackson and 5% are currently located in Plymouth.

Note: Approximately 50% of the files have elevator access.

Note: Approximately 50% will need to be moved up a fire egress stair well of about 15 steps with two doors.

Cost of establishing a data base and recording on that data base what files are maintained in the storage facility.  
NIGP #962-69-23-1500 \$37,512.00/lot

Cost per file to add to the established storage facility.  
NIGP #962-69-23-0502 \$.65/each

Cost per file to add loose filing to the established storage facility.  
NIGP #962-69-23-0601 \$.50/each

Cost per file to retrieve from the established storage facility.  
NIGP #962-69-23-5253 \$.50/each

Cost per file to purge & destroy from the established storage facility.  
NIGP #962-69-23-3506 \$.65/each

Cost of recording and maintaining file information on a data base per month. Includes monthly reporting to MDOC on file activity and space being utilized.  
NIGP #962-69-23-5006 \$30.00/month

Cost of storage space utilized.  
NIGP #962-69-23-6004 \$9,167.00/month

Cost for daily pickup and delivery of files between Grandview Plaza and storage.  
NIGP #962-69-23-1005 \$12.00/day

Additional Costs – See next (2) pages.